

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 06-235**

The City of Lincoln intends to enter into a contract and invites you to submit a sealed proposal for:

**SCANNING SERVICES  
PRIMARILY FOR PUBLIC WORKS AND UTILITIES**

**There will be a pre-proposal meeting at Design Engineering, located at  
531 Westgate, Lincoln, NE 68521 on August 2, 2006 at 9:00 a.m.**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S SPECIFICATIONS**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon **August 9, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8<sup>th</sup> Street, Lincoln, Nebraska 68508. Proposals will be publicly opened reading only the names of the firms submitting proposals.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

**SCANNING SERVICES**  
**PRIMARILY FOR PUBLIC WORKS AND UTILITIES**  
**INSTRUCTIONS TO PROPOSERS**

**1. INVITATION**

- 1.1 The City of Lincoln invites competitive sealed proposals for selection of a qualified firm to do scanning services for the City of Lincoln as detailed in the accompanying Request for Proposal.
- 1.2 Proposals will be received until 12:00 noon local time on Wednesday, August 9, 2006.
- 1.3 Any proposal received after the time and date specified will not be considered.

**2. SUBMITTAL OF PROPOSALS**

- 2.1 **Five copies** of proposals shall be delivered or mailed, with any required data, in a sealed envelope, which shall be properly identified with the RFP reference number 06-235 and the name and address of the proposer.
  - 2.1.1 Submit proposals to:

Bob Walla  
Assistant Purchasing Agent  
City of Lincoln  
440 South 8<sup>th</sup> St. , Suite 200  
Lincoln, NE 68508
- 2.2 Proposal fees for services outlined on the RFP must be submitted in a separate sealed envelope within the submittal package.
  - 2.2.1 The envelope must be clearly marked with the firm's name and project title.
  - 2.2.2 The proposals will be initially reviewed without the consideration of the fee.
  - 2.2.3 All fees submitted as part of the proposal may be further negotiated during the negotiation process.

**3. FORM OF PROPOSALS**

- 3.1 Proposals should be prepared in the format set forth in the accompanying documents, including:
  - 3.1.1 A full description of the proposer's program,
  - 3.1.2 Plan of work,
  - 3.1.3 Qualifications
- 3.2 A non-responsive or incomplete proposal will not be considered.

**4. FEES**

- 4.1 The proposer's response must clearly present the proposer's compensation of fee structure for specified core services, along with rates for optional services as available.

**5. TAX-EXEMPT ENTITY**

- 5.1 As the City of Lincoln is a tax-exempt public institution, taxes are not to be included in any fee calculations.
- 5.2 The City will furnish exemption certificates upon request.

**6. PROPOSAL LONGEVITY**

- 6.1 A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance; however, no proposer may withdraw or cancel a proposal for a period of ninety (90) days following the closing time for acceptance.

**7. EVALUATION OF PROPOSALS**

- 7.1 Proposals will be judged upon the proposer's ability to provide services which meet the requirements set forth in the accompanying documents.
- 7.2 The City of Lincoln reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements.
- 7.3 Proposers shall furnish such information and data for this purpose as the City may request.
- 7.4 Interviews and/or presentations by one, several or all of the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposers' capabilities.

**8. CITY PREROGATIVES**

- 8.1 The City of Lincoln reserves the right to award the responsible firm whose proposal is judged to offer the most advantages to the City with the City being the sole judge thereof; to negotiate with any or all proposers; to reject any or all proposals, in whole or any part thereof, and to re-solicit for proposals in such an event; and to waive any minor technicalities or informalities in accordance with the City's determination of its own best interests.

**9. CONTRACT TERMS**

- 9.1 At the time of the award by the City, the apparent successful proposers must have agreed to a contract representing the understandings between the parties as to terms and conditions which will govern the relationship and establish the obligations of each party for performance of the agreement.
- 9.2 The proposer shall be aware that the contents of the successful proposal will become a part of the subsequent contractual documents.

**10. PROPOSER'S CONDITIONS**

- 10.1 Any conditions or expectations on the part of the proposer for performance by the City must be set forth in the Proposal.
- 10.2 The City is not obliged to consider the proposer's post-submittal terms and conditions.

**11. VENUE**

- 11.1 The agreement resulting here must contain language stating that the contract is performable in City of Lincoln, Lancaster County, and shall be construed in accordance with the laws of the State of Nebraska; if any legal action is brought in connection with enforcement of the contract, exclusive venue shall lie in Lincoln, Nebraska.

**12. INQUIRY**

- 12.1 Any inquiries or requests for explanation in regard to the requirements should be made promptly.
- 12.2 No oral interpretation or clarifications will be given as to the meaning of any part of the Request for Proposal documents.
- 12.3 Prospective proposers desiring further information or interpretations must make requests in writing or by FAX inquiry no later than five days prior to the due date, in order for a response to be issued in the form of an addendum well in advance of the date for submittal proposals.
- 12.4 Requests for information should be addressed to:

Bob Walla, Assistant Purchasing Agent	cc: Tim Pratt, CEIS Manager
City of Lincoln	City of Lincoln
440 South 8th St., Suite 200	531 Westgate
Lincoln, NE 68508	Lincoln, NE 68521
FAX (402) 441-6513	FAX (402) 441-6576

- 12.5 Proposers are cautioned to refrain from contacting or soliciting any City official regarding this RFP.
- 12.6 Proposals shall be based solely on information provided in the RFP and any addenda thereto.
- 12.7 Requests for additional information shall not be solicited by any means other than prescribed herein.

## **REQUEST FOR PROPOSAL**

### **QUALIFIED SCANNING SERVICE PROVIDER**

#### **1. PURPOSE**

- 1.1 The City of Lincoln, hereinafter referred to as the City, seeks proposals in response to this Request for Proposal from qualified scanning service providers.
  - 1.1.1 The total number of documents to be scanned is estimated at 200,000.
    - 1.1.1.1 Approximately, 200,000 Utility Department originals, in one of the following formats:
    - 1.1.1.2 35 mm Roll Microfilm
    - 1.1.1.3 Aperture Cards, each one containing one Microfilm image
    - 1.1.1.4 Original Drawings 16"x22" or smaller (includes 11" x 17" and 8-1/2" x 14" Drawings)
    - 1.1.1.5 Original Drawings larger than 16"x22" up to 36" x 48" wide
    - 1.1.1.6 Project File 8-1/2" x 11" sheets.
  - 1.1.2 Pricing provided under this contract will be made available to all other City of Lincoln and Lancaster County departments as needed.
- 1.2 The proposal should detail the scanning services program, including possible additional services or experience.
- 1.3 A qualified scanning service provider is defined for purposes of this RFP to be one that is in the business of providing scanning and imaging services on a regular basis.

#### **2. SCOPE OF THE WORK**

- 2.1 While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:
  - 2.1.1 Develop a complete understanding of the City's scanning needs and consult with City representatives about goals and objectives of the program.
  - 2.1.2 Prepare a kick-off program to introduce and carry out the objectives.
  - 2.1.3 Provide in depth instruction on process to be used by the firm and City's Public Works & Utilities Department.
- 2.2 Images are to be scanned from a variety of originals.
- 2.3 It is the firm's responsibility to pickup and return all records in a timely manner.
- 2.4 Records will be made available to the successful firm for pickup at 555 So. 10<sup>th</sup> St. (2<sup>nd</sup> floor) in equal lots for a two week scanning period.
  - 2.4.1 Records to be picked up and returned in their normal state between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding Holidays.
- 2.5 These records are utilized to locate existing water services.
- 2.6 Occasionally, fairly rapid response or access to this information is required for a repair.
- 2.7 The successful firm shall FAX copies of the records in their possession as requested by the City's designee.
  - 2.7.1 FAXED copies of the records needed shall be FAXED within four (4) working hours.
  - 2.7.2 Normal working hours are from 8:00 a.m. to 4:30 p.m, Monday through Friday.
- 2.8 Some of the archive documents date back to the late 1800's and are to be treated accordingly, so that they are not destroyed or damaged in the process of performing this effort.

### 3 **IMAGE SPECIFICATIONS**

- 3.1 Scanned images shall be placed on the City of Lincoln's FTP site on a weekly interval.
- 3.2 Each scanned image shall have a minimum resolution of 300 dpi.
- 3.3 While in the possession of the contractor, any book documentation can be de-bound. After being scanned, the books can be returned to the City of Lincoln placed loose in the cover with tape around the book so that the pages stay in order.
- 3.4 Each scanned image shall be oriented so that the top of the image is the top of the original document.
- 3.5 Vendor shall not scan blank documents.
- 3.6 Vendor shall perform a consistency check on 25% of the images, to make sure that they are legible. Consistency check will include clarity, orientation and accuracy.
- 3.7 Images that are not legible after they have been scanned may be due to a damaged original. Vendor is to keep a list of these illegible images and notify the City of what the illegible drawing numbers are. Lincoln Water System or other Public Works and Utility Divisions will then work with the Vendor to see if a substitute can be used. If no substitute can be used, a notation will be made to indicate that the drawing was illegible and there was no substitute that was available.
- 3.8 Each document should be scanned as a multi-page tiff (Tagged Image File Format) or as individual tiff images that use a naming scheme that identifies all of the images that are part of a Project record. Projects are assigned unique drawing numbers, in the following format: **xxx-a-nnn-yBy**, where:

**xxx** is a numeric value with up to 3 digits,

**a** is an Alpha value with one digit,

**nnn** is a numeric value with up to 3 digits and possibly an Alpha value,

**yBy** is a numeric value with up to 3 digits and possibly an Alpha value.

- 3.8.1 For example, a Project record with drawing number 117-B-9 with four individual pages, and where the last page is a revision of the 3<sup>rd</sup> page, would be scanned as:

117-B-9-1.tiff

117-B-9-2.tiff

117-B-9-3A.tiff

117-B-9-3B.tiff

Unless sheets are otherwise numbered and lettered. The 117-B-9 identifier is a unique drawing number identifying the record for a specific Project. The 1, 2, 3A and 3B values would identify individual scanned image pages.

- 3.9 If there is no Drawing Number, the project Number will be substituted. Project Numbers can be:

**EOnnnnn-kB**, where **nnnnn** represents up to a 5 digit numeric value and **kB** represents the image number with possible alpha revision.

**WDwww-kB**, where **www** can be a 4 digit numeric value and **kB** represents the image number with possible alpha revision.

**jjj-kkk-mmm-kB**, where **jjj** can be a 3 digit numeric value, **kkk** can be a 3 digit numeric and where **mmm** can be a 3 digit numeric and **kB** represents the image number with possible alpha revision.

**M-kkk-nnn-kB**, where **M** is a single digit alpha, **kkk** can be a 3 digit numeric, where **nnn** can be a 3 digit numeric and **kB** represents the image number with possible alpha revision.

- 3.9.1 For example, an EO25586 documentation with 4 individual pages and where the last page is a revision of the 3<sup>rd</sup> page, would be scanned as:

EO25586-1.tiff

EO25586-2.tiff

EO25586-3.tiff

EO25586-3A.tiff

- 3.9.2 For example, a WD885 documentation with 4 individual pages and where the last two pages are successive revisions of the 2<sup>nd</sup> page, would be scanned as:  
WD885-1.tiff  
WD885-2.tiff  
WD885-2A.tiff  
WD885-2B.tiff
- 3.9.3 For example, a Project 204-623-86 has documentation with 4 individual pages and where the last page is a revision of the 3rd page, would be scanned as:  
204-623-86-1.tiff  
204-623-86-2.tiff  
204-623-86-3.tiff  
204-623-86-3A.tiff
- 3.9.4 For example, a Project M-56-85 has documentation with 4 individual pages and where the last two pages are successive revisions of the 2<sup>nd</sup> page, would be scanned as:  
M-56-85-1.tiff  
M-56-85-2.tiff  
M-56-85-2A.tiff  
M-56-85-2B.tiff
- 3.10 Any additional questions regarding scanned image unique numbering schema will be determined and resolved at award.
- 3.11 Original Blueprint documents should be scanned as Inverted Images, or in such a way that the Blue Background is rendered White in the scan and White lines are rendered as Black lines.

#### **4. TERM OF CONTRACT**

- 4.1 The initial term of the qualified contractor shall be for a period of one (1) year, renewable by mutual consent on an annual basis thereafter for no more than two (2) additional years.
- 4.2 The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination.
- 4.3 In the event of termination, compensation owed the selected firm by the City shall be limited to verifiable services rendered.

#### **5. GENERAL CONDITIONS**

- 5.1 Legal Compliance
  - 5.1.1 Each proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
- 5.2 Proposer's Insurance
  - 5.2.1 The firm must provide and maintain in force at all times during the term of service contemplated herein, insurance for Liability, Workers' Compensation, Commercial, General Liability, Automobile Liability, and Professional Errors and Omissions Liability as outlined in the Insurance Requirements For All City Contracts.
  - 5.2.2 Such policies shall be issued by companies authorized to do business in the State of Nebraska.
  - 5.2.3 Evidence of such coverage is to be submitted as part of the proposal.

5.3 Non-Discrimination

5.3.1 The selected firm shall not discriminate or permit discrimination in its operations or employment practices against any person or group on the grounds of race, color, creed, national origin, gender or handicaps, and shall furnish evidence of compliance with this provision when so requested by the City.

5.4 Indemnification

5.4.1 The selected firm, in performing its obligations under this contract, is acting independently and the City assumes no responsibility or liability for the firm's acts or omissions to third parties, and the firm shall agree to indemnify and hold harmless the City, its officials, officers, and employees against any and all claims, lawsuits, judgements, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the firm's breach of the terms or provisions of the contract, or by any negligent act or omission of the Firm's performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officials, officers or employees.

5.4.2 In the event of joint and concurrent negligence of both the practitioner and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Nebraska; without, however, waiving any governmental immunity available to the City under Nebraska law and without waiving any defense of the parties under Nebraska law.

5.4.3 This above paragraph is solely for the benefit of the Firm and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**6. PROPOSALS SHOULD INCLUDE THE FOLLOWING:**

6.1 Executive Summary

6.1.1 Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of the firm.

6.2 Structure of the Proposal

6.2.1 Part I - Concept and Solution

6.2.1.1 The proposer's understanding of the tasks presented in Paragraph 2. shall be defined in detail and proposed solutions outlined.

6.2.2 Part II - Program

6.2.2.1 The proposer's technical plan to accomplish the work shall be presented.

6.2.2.1.1 Examples may include time-related displays, graphs and charts showing tasks, sub-tasks, milestones, and decision points, including the points at which deliverable reports will be provided.

6.2.3 Part III - Experience

6.2.3.1 Emphasis shall be given to identifying comparable services for public sector organizations.

6.2.3.2 For each client reference, the scope of service, time performed, and name, title, address and phone number of the principle contact person should be shown.



6.2.4 Part IV - Cost Proposal

- 6.2.4.1 The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning.
- 6.2.4.2 The proposer's plan of compensation shall be described in detail.
- 6.2.4.3 The proposal shall include a clear statement of the services for which compensation would be provided.
- 6.2.4.4 If there are expenses which are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

6.2.5 Part V - Proof of Insurance

- 6.2.5.1 Evidence of the proposer's own Liability, Workers' Compensation, Commercial General Liability, Automobile Liability, and Professional Errors and Omissions Liability shall be submitted as part of this proposal.

**7. COMPETITIVE SELECTION**

- 7.1 Evaluation factors outlined in paragraph 8 shall be applied to all eligible, responsive of the firms in comparing proposals and making the final selection.
- 7.2 While the City reserves the right to interview any or all proposers, award of a contract may be made without discussion with proposers after proposals are received.
- 7.3 Proposals should, therefore, be submitted on the most favorable terms available.

**8. PROPOSAL EVALUATION FACTORS**

- 8.1 Concept proposal and possible creative solutions, including responsiveness to terms and conditions and the completeness and thoroughness of documentation.
- 8.2 Demonstration of successful prior performance of comparable services in the public or private sector.
- 8.3 Adequacy and technical depth of personnel assigned to the program.
- 8.4 Maximum total compensation level for contract period.
- 8.5 Evidence of good organization and management practices.
- 8.6 Depth and breadth of services available.
- 8.7 Expertise and tenure of firm
- 8.8 Where firm is located and length of time firm has operated successfully in the area.
- 8.9 Firm's expertise and for innovative ideas in implementing a program for the public sector.

**9. PROPOSED TIME SCHEDULE**

- |                                    |                 |
|------------------------------------|-----------------|
| 9.1 Send Out Proposals             | July 26, 2006   |
| 9.2 Pre-proposal Meeting           | August 2, 2006  |
| 9.3 Receive Proposals              | August 9, 2006  |
| 9.4 Selection Committee Review     | August 11, 2006 |
| 9.5 Oral Interviews (if necessary) | August 17, 2006 |
| 9.6 Award of Contract              | August 18, 2006 |

# **INSTRUCTIONS TO PROPOSERS**

## **CITY OF LINCOLN, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

#### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

#### **5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

#### **6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

#### **7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

#### **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **9. INDEMNIFICATION**

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. LAWS**

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **11. AWARD**

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **12. LIVING WAGE**

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.